



Glenn County Superior Court

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Court Executive Officer • Jury Commissioner

SUPERIOR COURT OF CALIFORNIA COUNTY OF GLENN

REQUEST FOR PROPOSAL

TELEPHONE AND VOICEMAIL SYSTEM

RFPNUMBER GCSCCTCS01 rev 1 4/24

**PROPOSALS DUE BY
May 19, 2006**

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I. INTRODUCTION – SUMMARY OF THE INTENDED PROCUREMENT

1.1 Issuing Body

The Superior Court of California, County of Glenn (“Court”) is issuing this Request for Proposal (“RFP”) to provide the Court with competitive bids for a telephone and voicemail system to service the Willows and Orland court facilities.

1.2 RFP Layout and Sections

This RFP is laid out in sections as follows:

1. Introduction – Summary of the Intended Procurement
2. Procurement and Evaluation Process
3. Proposal Format and Content
4. Statement of Work
5. General Conditions
6. Attachments

1.3 Project Overview

The Court is requesting proposals from highly qualified vendors with expertise in providing, installing and maintaining business telephone and voicemail systems.

The Court intends to award a contract to a vendor that is able to recommend, provide, install, implement and support equipment, hardware and software which constitute a telephone and voicemail system for Glenn County Superior Court as further described in Section IV of this RFP. However, the Court reserves the right to reject any or all proposals, in whole or in part, submitted in response to this RFP. The Court further reserves the right to make no award and to modify or cancel, in whole or in part, this RFP.

II. PROCUREMENT AND EVALUATION PROCESS

2.1 Procurement Schedule and General Instructions

The Court has developed the following list of key events from RFP issuance through notice contract award. All deadlines are subject to change at the Court's discretion.

<u>No.</u>	<u>EVENTS</u>	<u>Key Dates</u>
1	Issue RFP	March 30, 2006
2	Letter of Intent from Proposers to Participate in Pre-Proposal Conference	April 14, 2006 4:30 PM
3	Pre-Proposal Conference Date and Time (tentative)	April 26, 2006 10:00 AM
4	Deadline for Proposer Requests for Clarifications or Modifications	May 11, 2006 4:30 PM
5	Proposal Due Date and Time	May 19, 2006, 1 p.m. (Pacific Time)
6	Potential Interviews	May 26, 2006
7	Negotiations (estimated and if necessary)	June 2, 2006
8	Notice of Intent to Award (estimated)	June 9, 2006
9	Notice of Award (estimated)	June 16, 2006

The RFP and any addenda that may be issued will be available on the following website(s), referred to individually and collectively as "Court website": www.glenncourt.ca.gov

2.1.1 Contact List

Submittal Contact: Kevin Harrigan
Willows Branch – Main Courthouse
526 West Sycamore Street
Willows, CA 95988

Project Manager: Larry Maligie

Contracting Officer: Tina Burkhart

Court Executive Officer Tina Burkhart

2.1.2 Disposition of Material and Confidential or Proprietary Information

All materials submitted in response to the solicitation document will become the property of the Court and will be returned only at the Court's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. **Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.**

Even though the Public Records Act (PRA) does not apply to the Court, the Court's policy is to look to the PRA for guidance in responding to requests for documents. If a vendor's proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a written request for public documents. If the Court does not consider such material to be exempt from disclosure under the PRA, the material may be made available to the public, regardless of the notation or markings.

If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal because such information may be disclosed to the public.

2.1.3 Proposal Preparation Costs

Vendors submitting proposals do so entirely at their expense. There is no express or implied obligation by the Court to reimburse a vendor for any costs incurred in preparing or submitting proposals, providing additional information when requested by the Court, participating in any selection interviews or product demonstrations, or participating in this procurement.

2.2 Pre-Proposal Conference

2.2.1 Potential Pre-proposal Conference

It may be necessary to have a pre-proposal conference, as numerous questions may be received. If a pre-proposal conference is required, the Court will notify all potential proposers of the time, date, and location by providing notice to potential proposers or, if identified in Section 2.1, the notice will be posted on the Court website.

If a pre-proposal conference is required, the Court will prepare a summary of questions and answers from the pre-proposal conference, as an addenda, which will be posted on the Court website.

In the event a potential proposer is unable to attend the pre-proposal conference, an authorized representative may attend on their behalf. The representative may only sign-in for one vendor. Proposals from vendors who did not attend the pre-proposal conference will not be accepted and will be returned unopened.

A Letter of Intent from a pre-proposal conference participant must be sent to the Submittal Contact at the address listed in Section 2.1.1 by the date and time noted in Section 2.1 indicating the number of individuals (of vendor and its subcontractors) who plan on attending the pre-proposal conference.

2.3 Pre-Submittal Process

2.3.1 Request for Clarifications or Modifications

Vendors interested in responding to this solicitation may submit questions on procedural matters related to the RFP or requests for clarification or modification of this solicitation document, including questions regarding the General Conditions in Section V, to the Project Manager. If the vendor is requesting a change, the request must set forth the recommended change and the vendor's reasons for proposing the change. All questions and requests must be submitted in writing to the Submittal Contact listed in Section 2.1.1 no later than the date specified in Section 2.1, Procurement Schedule and General Instructions. Questions or requests submitted after the due date will not be answered.

Without disclosing the source of the question or request, the Project Manager will provide a copy of the questions to potential proposers or, if appropriate, post a copy of the questions and the Court's responses on the Court website.

If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

2.3.2 Ambiguity, Discrepancies, Omissions

If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Submittal Contact listed in Section 2.1 written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the Court may modify the solicitation document prior to the date fixed for submission of proposals by providing an addendum to potential proposers or, if identified in Section 2.1, by posting the addendum on the Court website.

If prior to the date fixed for submission of proposals a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the Court of the error, the vendor shall propose at its own risk, and if the vendor is awarded the contract, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.3.3 Contact with Court

Vendors are specifically directed NOT to contact any Court personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the vendor's response.

2.3.4 RFP Addenda

The Court may modify this solicitation document prior to the date fixed for submission of proposals by providing notice to potential proposers or, if identified in Section 2.1, by posting an addendum on the Court's website. If any potential vendor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Submittal Contact listed in Section 2.1.1 no later than three (3) business days following the date the addendum provided or posted.

Pricing shall reflect all addenda issued by the Court. Failure to do so will permit the Court to interpret the proposal to include all addenda issued in any resulting contract.

2.4 Submission of Proposals

2.4.1 Proposal Delivery

The following must be received no later than the Proposal Due Date and time specified in Section 2.1 (the "Proposal Closing Time") at the address listed in Section 2.1.1 for the Submittal Contact:

- One unbound original of the technical and a separate unbound original of the cost proposal;
- Three bound hard copies of both the technical and the cost proposals;
- One electronic copy of the technical proposal in MS Document or PDF format, and one electronic formatted copy of the cost proposal in Excel.

All proposals must be submitted in double envelopes that are sealed. The outside envelope must be clearly marked with the RFP Number, Project Title, the Proposal Due Date, and the proposer's name. **The cost proposal must be included in the proposal in a separately sealed envelope and should be marked with "Cost Proposal" and the proposer's name.**

The hard copies and electronic copies of the technical proposal must not include any pricing information. Proposals received prior to the Proposal Closing Time that are marked properly will be securely kept, unopened until the Proposal Closing Time. Late proposals will not be considered.

All proposals must be delivered via U.S. Mail, common carrier, or hand delivery.. A receipt should be requested for hand delivered material.

The proposer is solely responsible for ensuring that the full proposal is received by the Court in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The Court shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or missed delivery.

2.4.2 Amendment or Withdrawal of Proposals

A vendor may amend its proposal prior to the Proposal Closing Time. All amendments must be in writing and received by the Court prior to the Proposal Closing Time.

A vendor may withdraw its proposal at any time prior to the Proposal Closing Time by notifying the Submittal Contact listed in Section 2.1.1 in writing of its withdrawal. Amendments or withdrawals offered in any other manner, than described above will not be considered. Proposals cannot be amended or withdrawn after the Proposal Closing Time.

2.4.3 Mistake in Proposal

If prior to a contract award, a proposer discovers a mistake in their proposal that renders the proposer unwilling to perform under any resulting contract, the proposer must immediately notify the Submittal Contact listed in Section 2.1.1 in writing and request to withdraw the proposal. It shall be solely within the Court's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the Court may consider permitting withdrawal of specific line item(s) or combination of items.

2.4.4 Error in Submitted Proposals

If an error is discovered in a vendor's proposal, the Court may at its sole option retain the proposal and allow the proposer to submit certain arithmetic corrections. The Court may, at its sole option, allow the proposer to correct obvious clerical errors. In determining if a correction will be allowed, the Court will consider the conformance of the proposal to the format and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation.

If the proposer's intent is clearly established based on review of the complete proposal submitted, the Court may, at its sole option, allow the proposer to correct an error based on that established intent.

The total price of unit-price items or individual line items will be the product of the unit or line item price and the quantity. If the unit or line item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the unit or line item price shall be the amount obtained by dividing the "extension" price by the item quantity.

2.4.5 Authorized Signatures, Validity Period of Proposals

Proposals must include the vendor name, address, telephone and facsimile numbers, and federal tax identification number. The proposal must be signed by a duly authorized officer or employee of the vendor and include the name, title, address, and telephone number of the individual who is the proposer's designated representative.

Proposals will be valid for ninety (90) days after the Proposal Due Date specified in Section 2.1 ("Proposal Validity Date"). In the event a final contract has not been awarded by the date specified in Section 2.1, the Court reserves the right to negotiate extensions to the Proposal Validity Date.

2.4.6 Knowledge of Requirements

The vendor shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the proposer's sole risk.

Proposers shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any Court issued clarifications, modifications, amendments, or addenda. The Court will provide notice to perspective proposers or, if identified in [Section 2.1](#), post addenda and clarifications to the Court website; however, it is the proposer's responsibility to ascertain that the proposal includes all addenda issued prior to the Proposal Due Date.

2.4.7 Independence of Proposal and Joint Proposals

Unless a proposer is submitting a joint proposal, the proposer represents and warrants that by submitting its proposal it did not conspire with any other vendor to set prices in violation of anti-trust laws.

A proposal submitted by two or more vendors participating jointly in one proposal may be submitted, but one vendor must be identified as the prime contractor and the other as the subcontractor. The Court assumes no responsibility or obligation for the division of orders or purchases among joint subcontractors.

2.4.8 Covenant Against Gratuities

Proposer warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the proposer or any agent, director, or representative of the proposer, to any officer, official, agent, or employee of any Court with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. For breach or violation of this warranty, the Court will have the right to terminate any resulting contract in whole or in part. The right and remedies of the Court provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.

2.5 Overview of Evaluation Process

2.5.1 Evaluation Committee

The Court will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from vendors will be reviewed and evaluated by a committee of qualified personnel ("Evaluation Committee"). The name, units, or experience of the individual members will not be made available to any vendor. The Evaluation Committee will first review and screen all proposals submitted, except for the cost proposals, according to the minimum qualifications set forth in [Section 2.6](#).

Vendors satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in [Section 2.7](#). The Evaluation Committee will first review and complete the evaluation of the technical proposals, without the cost proposal. Thereafter, the cost proposals will be opened, reviewed, and evaluated to determine an overall evaluation score.

2.5.2 Reservation of Rights

The Court, in its complete discretion, may eliminate proposals that have not meet the minimum qualifications of [Section 2.6](#), or have not scored adequately in relation to other proposals to warrant further consideration. The Court reserves the right to reject any or all proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a proposal.

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Section II
Procurement and Evaluation Process

The Court's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications.

If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived.

Unless otherwise specified in the solicitation, the Court may accept any item or combination of items as specified in the solicitation, of any proposal unless the proposer expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the proposer so restricts its proposal, the Court may consider the proposer's restriction and evaluate whether the award on such basis will result in the best value to the Court or may determine in its sole discretion that such restriction is non-responsive and renders the proposer ineligible for further evaluation.

The Court reserves the right to negotiate with proposers who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach a contract. If no contract is reached, the Court can negotiate with other proposers or make no award under this RFP. At any time the Evaluation Committee can reject all proposals and make no award under this RFP. Moreover, the Court reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with vendors to gather additional information.

Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the Court regarding a requirement of the solicitation document.

2.5.3 Evaluation of Cost Sheets

Cost sheets will be reviewed only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible and must be printed in ink or type written. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the proposal. If the solicitation requires the proposer to provide an electronic copy of the cost sheets and there is a discrepancy in the printed cost sheets and the electronic copy, the pricing on the printed cost sheets will be evaluated.

Where more than one line item is specified in the solicitation, the Court reserves the right to determine the highest evaluated proposer, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.

Unit or line item prices may not be more than four (4) places to the right of the decimal point. For example, a unit price of \$0.56726 each would exceed this limitation. Unit prices that exceed this limitation will automatically be truncated to the fourth decimal place for both evaluation and award purposes. Using the example just cited, the "6" at the end of the unit price would be dropped off leaving a unit price of \$0.5672 each.

2.5.4 Cash Discounts

The Court encourages proposers to offer cash discounts for prompt payment, however, unless provided elsewhere in the solicitation, cash discounts offered by proposers for the prompt payment of invoices will not be considered in evaluating offers to determine the successful proposer for award of any resulting.

2.5.5 Requests for Additional Information

The Court reserves the right to seek clarification or additional information from any proposer throughout the solicitation process. The Court may require a proposer's representative to answer questions during

the evaluation process with regard to the vendor's proposal. Failure of a proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

2.5.6 Brand Names

Any reference to brand names and/or numbers in the solicitation is intended to be descriptive, but not restrictive, unless otherwise specified. Proposals offering equivalent items meeting the standards of quality specified may be considered, unless other specified, providing the proposal clearly describes the article offered and how it differs from the referenced brand. Unless a proposer specifies otherwise, it is understood that the proposer is offering a referenced brand item as specified in the solicitation. The Court reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references, and the Court may require the supply of additional descriptive material and a sample.

2.5.7 Samples

Samples of goods may be required prior to award to determine proposer's responsiveness to the RFP's technical requirements. If requested, such samples must be provided at no cost and delivered to the address specified within the timeframe identified in the notification. Failure to submit samples as specified may be grounds for rejection of a vendor's proposal.

Unless expressly set forth in the solicitation, the sample of goods furnished must be identical in all respects to the product or products being offered.

Proposers offering products of a different manufacturer and model number than those specified in the solicitation may be required to submit samples for inspection and specification compliance testing in order for the Court to determine if the item offered is equivalent to and meets the minimum standards of quality acceptable to the Court as indicated by the manufacturer and model number specified in the solicitation.

Samples, if not destroyed by tests, may, upon request made by the proposer at the time the sample is furnished, be returned at proposer's expense.

2.6 Minimum Qualifications

To be considered for full evaluation and possible award, proposers must first meet the threshold minimum qualification requirements listed in the following table (minimum requirements can be met by combining experience, expertise, and resources of vendor and any proposed subcontractors):

No.	Minimum Qualifications
1	Neither vendor nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency and neither vendor nor any of its proposed subcontractors are tax delinquent with the State of California or Federal Government (reference <u>Attachment C</u> , Vendor Certification Form).
2	Vendor must have all required licenses and permits to install business telephone and voicemail systems including cabling
3	Vendor must meet minimum insurance requirements referenced in attachment A

The proposer must state specifically in its Executive Summary (see Section 3.1) how it will comply with each minimum qualification specified above. Subject to the Court's right in its complete discretion to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications shall be considered for a full evaluation and a possible contract award.

Vendors who fail to meet any of the listed minimum qualifications will be notified in writing, and will have three (3) business days from receipt of such notification to file proof that all such qualifications are met.

2.7 Evaluation Criteria

Proposals will be evaluated to determine the proposal, or proposals, that offer the best value to the Court. The evaluation will be based in part upon the following criteria, listed in order of descending priority. Although some factors are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regards to cost, the Court reserves the right, in its sole discretion, to reject any proposal whose price is outside of the competitive range.

- a. Cost/Pricing factors.
- b. Experience on similar assignment.
- c. Reasonableness of cost projections
- d. Financial viability and stability
- e. Credentials of staff to be assigned to the project.
- f. Ability to meet timing requirements to complete the project.
- g. Implementation Plan
- h. Timeliness of Delivery
- i. References

2.8 Interviews and Negotiations

2.8.1 Interviews

Following the initial screening of proposals, the Court reserves the right to require, and each proposer must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its proposal. If the Court determines that interviews or presentations are required, selected proposers will be notified in writing of the date, place, time and format of the interview or presentation. Proposers will be responsible for all costs related to the interview, which, at the Court's sole discretion, may be in-person and/or by teleconference. Failure to participate in such interviews or presentations shall result in a proposer's disqualification from further consideration.

2.8.2 Negotiations

If the Court desires to enter into negotiations, they will do so with one or more proposers, at their discretion. If the Court enters into negotiations and no contract is reached, the Court can negotiate with the other proposers or make no award under this RFP. The Court reserves the right to award a contract, if any, without negotiations.

2.8.3 Payment

Payment terms will be in accordance with the payment provisions of Attachment A, Contract Terms and Conditions. THE COURT DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR SERVICES. Payment is made based upon completion of tasks as provided in the contract between the Court and any selected vendor.

2.9 Award of Contract

The Evaluation Committee will make a final recommendation for award of the contract. Upon award, the successful proposer(s) will be required to execute a Contract in accordance with the Statement of Work in Section IV and the General Conditions in Section V, and provide a certificate of insurance in conformance with the requirements set forth in the General Conditions within thirty (30) business days of award. The period for execution of the Contract may be changed by mutual contract of the parties. Contracts are not effective until signed by both parties.

2.10 Protest Procedures

2.10.1 General

Failure of proposer to comply with the protest procedures set forth in this Section 2.10, will render a protest inadequate and untimely, and will result in rejection of the protest. In no event shall a protest be considered if all submittals are rejected or after a contract has been executed.

2.10.2 Prior to Submission of Proposal

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the Proposal Closing Time.

The protestor will have exhausted all administrative remedies specified in Section 2.3.1, Request for Clarification or Modifications; Section 2.3.2, Ambiguity, Discrepancies, Omissions; Section 2.3.4, RFP Addenda; and this Section as applicable, prior to submitting the protest. Failure to do so may be grounds for denying the protest.

2.10.3 After Award

A vendor submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

- a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document.
- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes items and/or services of proven quality and performance, and offers a competitive cost; and
- c. The vendor believes that the Court has incorrectly selected another vendor submitting a proposal for an award.

Such protests must be received no later than five (5) business days after the protesting party receives a no-award notification.

2.10.4 Form of Protest

A vendor who is qualified to protest should submit the protest to the individual listed in the Submission of Proposal section of this RFP who will forward the matter to the appropriate Contracting Officer.

- a. The protest must be in writing and sent by certified or registered mail or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The Court, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the Court will not consider such new grounds or new evidence.

2.10.5 Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the Court will provide a written determination to the protestor prior to the Proposal Closing Time. If required, the Court may extend the Proposal Closing Time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

2.10.6 Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the Court will investigate the protest and will provide a written response to the vendor within a reasonable time. If the Court requires additional time to review the protest and is not able to provide a response within ten (10) business days, the Court will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

2.10.7 Appeals Process

The Contracting Officer's decision shall be considered the final action by the Court unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the Court Executive Officer noted in Section 2.1.1 within five (5) calendar days of the issuance of the Contracting Officer's decision.

The justification for appeal is limited to:

- A. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted; or
- B. The Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- C. The decision of the Contracting Officer was in error of law or regulation.

The request for appeal shall include:

- (1) The name, address telephone and facsimile numbers of the vendor filing the appeal or their representative;
- (2) A copy of the Contracting Officer's decision;
- (3) The legal and factual basis for the appeal; and
- (4) The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the Court Executive Officer will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the Court Executive Officer shall constitute the Court's final action.

2.10.8 Protest Remedies

If the protest is upheld, the Court will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the Court, the urgency of the procurement, and the impact of the recommendation(s). The Court may recommend any combination of the following remedies:

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Telephone and Voicemail System
Section II
Procurement and Evaluation Process

- a. Terminate the contract for convenience;
- b. Re-compete the contract;
- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract, if applicable;
- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

III. PROPOSAL FORMAT AND CONTENT

Responsive proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the Court's instructions, requirements of this solicitation, and the completeness and clarity of content.

3.1 Executive Summary

3.1.1 Executive Summary Content

The proposer must provide an Executive Summary of its proposal. The Executive Summary should be a "high-level", general overview of how the vendor proposes to accomplish the requirements of this RFP. The Executive Summary should demonstrate the proposer understands the requirements. The proposer must also address in this section how it meets the minimum qualification requirements in Section 2.6.

3.1.2 Vendor Information, Validity, and Authorized Signature

The Executive Summary should include the vendor information, validity period, and authorized signature, as required in Section 2.4.5.

3.2 Company and Subcontractor Information

3.2.1 Company Background Information

The Court requires the vendor to be a reputable company of strong financial standing with experience in business telecommunications and voicemail systems. The vendor's proposal must provide the information requested below. If the proposer is a joint venture, information about the prime subcontractor and the Subcontractor must be submitted separately. The information to be provided is as follows:

- a. Complete name and address.
- b. Federal tax identification number.
- c. If incorporated, state in which incorporated.
- d. A short narrative description of the vendor's organization, including organization charts and indication of company officers where applicable.
- e. Principal type of business.
- f. Total number of years in business.
- g. Number of years providing products and services similar in size and scope to those requested in this RFP.
- h. An audited profit and loss statement and balance sheet for the vendor's last three (3) fiscal years. If a company is privately owned, this information will be kept confidential by the Court. These financial statements must be contained in a separate volume.
- i. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).
- j. Annual contract value of the vendor's three (3) largest contracts for similar products and services in the past three (3) years.
- k. Percent of turnover of service staff for each of the last three (3) years in the vendor's organization that will be responsible for providing products and services described in this RFP (e.g. Account Manager, Customer Service personnel, etc.).
- l. If subcontractors are proposed for this RFP, describe the vendor's contract management process for subcontractors included in the vendor's proposal and provide copies of signed formal contracts (e.g., teaming contracts or any other legally binding document), if any exist, between the vendor and each proposed subcontractor.

3.2.2 Subcontractors

If subcontractors are proposed for this RFP, provide the following information for each Subcontractor:

- a. Subcontractor name and address.
- b. Federal identification and/or social security number.
- c. If incorporated, state in which incorporated.
- d. A short narrative of the subcontractor's organization, including organization charts and indication of company officers where applicable.
- e. Principal type of business.
- f. Total number of years in business.
- g. Number of years providing services similar in size and scope to those requested in this RFP.
- h. An audited profit and loss statement and balance sheet for the Subcontractor's last three (3) fiscal years. If a company is privately owned, this information will be kept confidential by the Court. These financial statements must be contained in a separate volume.
- i. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).
- j. Percent of turnover of service staff for each of the last three (3) years in the Subcontractor's organization that will be responsible for providing services described in this RFP (e.g. Account Manager, Customer Service personnel, etc.).

3.3 Company Profile and California Locations

Vendor shall provide a short description of its company. In addition, the vendor shall list all of its California locations and shall include a statement as to whether it can provide products and services to each Court location, as listed in Attachment B. The vendor shall list any locations where it cannot provide products and services.

3.4 Experience and Qualifications

3.4.1 Prior Experience and References

The Court requires the vendor and its subcontractors to have prior experience in all aspects of the products and services described in this RFP for customers similar to or with relevance in the size, complexity and scope of this RFP. Vendor shall:

Describe the vendor's experience as it pertains to providing products and services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP.

Provide the names, addresses, and telephone numbers for a minimum of five (5) customers for whom the vendor has provided similar products and services within the last 18 months. The vendor should include a brief description of the scope of products and services provided to the customer and the duration of the contract. The Court may contact some or all of the references provided in order to determine the vendor's performance record. The Court reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.

If the vendor's cost proposal includes re-manufactured or compatible products, the vendor's references must include customers that have used the re-manufactured or compatible products.

3.4.2 Subcontracts

If the vendor intends to subcontract, describe the vendor's experience with each of the proposed subcontractors. For each proposed subcontractor provide the names, addresses, and telephone numbers for a minimum of three (3) customer references, for products and services similar to those described in

this RFP. The vendor should include a brief description of the scope of products and services provided to the customer and the duration of the contract.

3.5 Technical Approach and Methodology

3.5.1 Work Plan and Methodology

Note a full Statement of Work is required in Section IV. In addition the vendor shall provide a project plan that describes how the vendor intends to provide the requested products and services. The description shall include, but is not limited to, the following:

- Technical description of methodology for communications between facilities
- Technical description of voice mail system in general as well as maintenance
- Implementation methodology (wiring new or utilizing existing or combination, new incoming / outgoing circuits and analysis)
- Comprehensive cutover plan and testing process
- Account Team structure and role (including description of sales contact process, Account Team support, and periodic account review process)
- Communication process with the Court
- Training (initial and ongoing)
- Time Schedule

3.5.2 Ordering Process

Describe the ordering process and the various options available (e.g., Internet access, telephonic, facsimile, etc.). Include the acknowledgement process (as required in [Section 4.1.3](#)). The vendor is required to maintain a toll-free or local number for ordering, inquiries, and customer service.

Describe how back-ordered or out-of-stock products are handled during the ordering process (as required in [Section 4.1.3](#)).

3.5.3 Customer Service

Describe the level of customer service that will be provided, including procedures that will ensure consistency and problem escalation and resolution. The description should include, but is not limited to:

- Customer service organizational structure
- Contact process (phone, email, fax, etc.)
- Follow up process
- Process to handle back ordered or out-of-stock products
- Internal procedures to track customer service contact and resolution
- Escalation process to resolve outstanding customer service issues

3.5.4 Invoicing

Vendor shall describe its invoicing process, including but not limited to the following:

- Description of vendor's billing system
- Availability of consolidated billing and process for consolidated billing
- Frequency of billing (weekly, monthly, etc.)
- Examples of invoices currently in use

3.6 Cost Proposal

3.6.1 Government Rates

It is expected that all vendors responding to this solicitation will offer the vendor's government or most favorable comparable rates.

3.6.2 Pricing and Price Adjustments

Vendor must submit pricing as required by Attachment D, Pricing Sheets. The pricing provided by vendor must be all inclusive pricing, including the cost of providing insurance, as required in the solicitation document. Pricing shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, travel expenses, overhead, profits, and other costs or expenses incidental to the vendor's performance. Freight, if applicable, should be included on the invoice as a separate line item.

For this pricing sheet, major components should be identified at unit costs, i.e. unit cost on each type of phone set, major individual components in the KSU, per end user cable run (if applicable), voicemail server or hardware, etc. Labor for installation steps should be listed separately and itemized. Maintenance should be itemized for the initial warranty period and itemized for each subsequent year thereafter.

The Court is exempt from federal excise taxes and no payment will be made for any taxes levied on the vendor's or any Subcontractor's employee's wages. The Court will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Taxes shall be included as a separate line item on a vendor's invoice.

The prices proposed in the proposer's response will be valid for a minimum of 90 days after any resulting contract is signed.

3.7 Required Proposal Forms and Documents

3.7.1 Required Forms

- a. Cost Proposal – Attachment D (sealed in a separate envelope in accordance with Section 2.4.1)
- b. Vendor Certification Form – Attachment C
- c. Statement of Acceptance of Terms, in accordance with Section 3.7.2
- d. State of California electrical contractor's license

3.7.2 Acceptance of Terms

The vendor's proposal must include a statement as to whether the vendor accepts the General Conditions in Section V or whether the vendor takes any exception to those terms. The vendor will be deemed to have accepted such terms and conditions, except as is expressly called out in the vendor's proposal. If exceptions are taken, vendor must submit a "redlined" version of the term or condition showing all modifications proposed by the vendor.

The vendor must provide an explanation as to why the modification is required. The vendor's willingness to accept the General Conditions, with minor clarifications, shall be an affirmative factor in the evaluation of the vendor's proposal.

Although the Court will consider alternate language proposed by a vendor, the Court will not be bound by contract language received as part of a prospective vendor's response. If the proposer requires that the Court be bound by some or all of the vendor's proposed contract language, the proposal may be considered non-responsive and may be rejected.

IV. STATEMENT OF WORK

4.1 Description of Products and Services to be Provided

4.1.1 General Description

Following the passage of the Lockyer-Isenberg Trial Court Funding Act of 1997 (Chapter 850, Statutes of 1997) Glenn County Superior Court became a separate legal entity, independent of the County of Glenn. As a result, The Court's goal is to evaluate its options for the provision of business support mechanisms and services and to acquire and implement such systems that cost effectively meets its unique needs.

In a continued effort towards this end, the Court is seeking a vendor to provide services for a fixed fee, to provide, install and implement a new digital phone and voicemail system. We currently have one main location, Glenn County Courthouse-Willows, CA, and one other facility in Orland, CA. These facilities are currently linked by dedicated a T1 connection used exclusively for data at this time. We have an additional small facility located in Willows where the Family Law Mediator operates from. This is connected to the main courthouse via PTP-laser.

Bidders for this project will be expected to perform a complete needs analysis and assessment for Court telecommunications, as well as a current telecommunications cost analysis. This analysis will include, but is not limited to, all facilities, identification of all current incoming phone lines, voicemail requirements, IVR requirements and all other related telecommunications needs. Upon completion of this analysis, the vendor will then prepare a proposal as to the vendor's recommended solution and pricing for the associated equipment and services to accomplish this solution.

In preparing the proposal and including this section of the Statement of Work (SOW), the vendor should include a general description of the work to be performed, services to be provided and the products that will be included and used.

4.1.2 Technical Specifications for GCSC Telephone and Voicemail System

4.1.2.1 General Requirements

The system needs to allow for a minimum (but not limited to) quantity of incoming telephone lines (or channels of a PRI) equivalent to the current quantity of incoming lines. It also needs to allow for keeping the current incoming telephone numbers and possibly utilize DID with incoming digital circuits. The system needs to provide for direct station to station communication (intercom) including across the facilities without accessing outside telecommunications lines. The system needs to provide complete voicemail services to all users. The system must be flexible enough to allow for expansion and potentially utilize VOIP. The vendor must provide initial training on the system for users and technical training for Court IS staff who will need to be aware of the technical aspects of the system. The vendor should provide a maintenance contract which includes a separate line item for adds, moves and changes costs and allows for, in the event the Court determines it is cost beneficial, the Court to perform those functions in-house. Individual phone sets should be available for purchase at a price included in the proposal for a minimum of one year.

4.1.2.2 Guarantee

The vendor must guarantee the system and all components therein for a minimum of one year parts and labor.

4.1.3 Customer Service

The vendor's customer service process shall ensure that all customer service issues are addressed in a consistent manner, including problem escalation and resolution. The customer service process includes, but is not limited to:

- Customer service organizational structure
- Contact process (phone, email, fax, etc.)
- Follow up process
- Process to handle back ordered or out-of-stock products, including alternate suggestions and pricing policy
- Internal procedures to track customer service contact and resolution
- Escalation process to resolve outstanding customer service issues

4.1.4 Delivery Requirements and Shipping Costs

Delivery shall be made as required on an individual Purchase Order or a blanket Purchase Order. All deliveries will be made F.O.B. (freight on board) destination as freight pre-paid. Vendors should assume that all deliveries will be Inside Deliveries as designated by a representative of the Court placing the order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the vendor. When damage does occur, it is the responsibility of the vendor to immediately notify the Court.

The vendor shall bear the risk of loss or damage to the ordered goods until the goods are delivered to the place of business indicated on the Purchase Order.

4.1.5 Packaging

Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Court's Purchase Order number.

4.1.6 Rejection of Goods or Acceptance of Service

The vendor will arrange for the return of all mis-ordered, mis-shipped, returned, or damaged items at no cost to the Court. There will be no restocking fee for returns of items that are damaged or shipped by the vendor in error. The vendor will not charge the Court for the return of any mis-ordered, mis-shipped or damaged items.

Acceptance of the completed project will be based on criteria set forth in the statement of work.

4.2 Invoicing

The court will expect a single invoice at the completion of the project for 90% of the total cost. 10 % of the cost will be held until acceptance agreement is signed. The court agrees that the acceptance terms will be negotiated prior to signing the contract including the acceptance period and criteria.

V. GENERAL CONDITIONS

The General Conditions are included in this solicitation document as Attachment A - Contract Terms and Conditions.

VI. ATTACHMENTS

Attachment A	Contract Terms & Conditions
Attachment B	Court Locations
Attachment C	Vendor Certification Form
Attachment D	Pricing Sheets

ATTACHMENT A
CONTRACT TERMS AND CONDITIONS

1. Accounting.

Contractor will maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

2. Audit; Retention of Records

- A. **Audit.** Upon reasonable notice, Contractor will provide to Court, to any federal or state entity with monitoring or reviewing authority, or to Court's authorized representatives, access to and the right to examine and audit all records and documents relating to performance and billing under this Agreement, and, as necessary, to determine compliance with relevant federal, state, and local statutes, rules, and regulations. Contractor agrees to provide Court with all relevant information requested, and will permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records.
- B. **Retention of Records.** Contractor will maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law. The minimum retention period will be four years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

3. Assignment; Modification

- A. **No Assignment.** Contractor will not assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of Court, in the form of an Amendment.
- B. **No Modification.** No modification or change to this Agreement will be valid without written approval by Court, in the form of an Amendment, including any changes to Exhibit D (Statement of Work).

4. Choice of Law; Jurisdiction and Venue

- A. **Choice of Law.** This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of interest laws.
- B. **Jurisdiction and Venue.** Contractor irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in San Francisco, California in any legal action concerning or relating to this Agreement.

5. Certifications & Representations

Contractor's signature on the cover page shall also serve as certification for the following paragraphs, A-F.

- A. **ADA Compliance.** Contractor certifies that it and its Subcontractors comply with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. Sections 012101 et. seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.
- B. **FEHA Compliance.** Contractor certifies that it and its Subcontractors comply with all applicable provisions of the Fair Employment and Housing Act, Calif. Gov. Code, § 12990 et seq., and all applicable regulations promulgated under Calif. Code of Regulations, title 2, § 7285 et seq. Contractor certifies that it and its Subcontractors will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability, marital status, age (over 40), sex, or sexual orientation. Contractor will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor certifies that it and its Subcontractors will not unlawfully harass, including sexually harass, any persons with whom Contractor or its Subcontractors interact in the performance of this Work. Contractor and its Subcontractors will take all reasonable steps to prevent such harassment.
- C. **Drug-free Workplace.** Contractor certifies that it and its Subcontractors will provide a drug-free workplace as required by Calif. Gov. Code, § 8355-8357.
- D. **Labor/Collective Bargaining.** Contractor certifies that it and its Subcontractors will provide notice of their obligations under the foregoing provisions to labor organizations with which it or they have collective bargaining agreements, prior to execution of this Agreement.
- E. **National Labor Relations Board (NLRB) Certification.** Contractor certifies that, within the immediately preceding two-year period, no more than one final, un-appeal-able finding of contempt of court by a federal court has been issued against Contractor because of Contractor's failure to comply with an order of the National Labor Relations Board.
- F. **Prohibition Against Hiring Court Employees.** Contractor certifies and will require all Subcontractors to certify to the following:

"Former Court employees will not be offered employment position for two years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one year from the date of separation if that employee was in a policy-making position in the same

general subject area as the proposed Agreement, within the prior twelve-month period of Court employment.”

6. Changes in Work; Stop Work

(Exhibit D, Statement of Work also addresses Work issues.)

A. Changes in Work.

A.1. Court reserves the right to require Contractor to make changes in the Work, which may include additions, deletions, or modifications to the Work, or changes in the timing or level of effort for the Work.

A.2. For any change proposed by Court or Contractor, Contractor will submit in writing:

- i) a description of the proposed change and the reasons for the change;
- ii) a summary of the total compensation to be paid Contractor with a breakdown of tasks and costs, including any reduction in work or costs resulting from the change; and
- iii) a statement of the expected impact on schedule.

A.3. If Court and Contractor agree on a change, Court will issue an Amendment documenting the change, for the parties’ execution.

A.4. If the parties cannot agree to the terms of a change, Contractor will proceed diligently with Work unless otherwise directed by Court, and any continuing disagreement will follow the process set forth in the provisions entitled “Dispute Resolution.” Contractor should not proceed with any change prior to receiving a written directive or Amendment from Court. All costs for changes performed by Contractor without Court’s prior written approval will be at Contractor’s sole risk and expense.

B. Stop Work.

B.1. Court may, at any time, by delivery of a written Stop Work Order to Contractor, require Contractor to stop any or all of the Work, for ninety days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.

B.2. Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to Court during the applicable Stop Work period. Within ninety days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, Court will either cancel the Stop Work Order or terminate the Work, as provided in Section 21 (Termination).

B.3 If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will

resume Work. Court may make an equitable adjustment in the delivery schedule, the Contract Amount, or both, if (a) the Stop Work Order increases Contractor’s costs or the time required for performance; and (b) Contractor asserts its right to an equitable adjustment within thirty days after the end of the applicable Stop Work period.

B.4 If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, Court may allow reasonable costs resulting from the Stop Work Order.

B.5 Court will not be liable to Contractor for loss of profits because of any Stop Work Order.

7. Confidential Information

A. **Requirements of Strict Confidence.** While performing Work under this Agreement, Contractor and its Subcontractors may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to Court, its personnel, court users, or other government entity. Neither Contractor nor its Subcontractors acquires any right or title to the Confidential Information, and Contractor and its Subcontractors agree not to disclose any

Confidential Information to any Third Party. All Confidential Information disclosed to Contractor or its Subcontractor will be held in strict confidence and used only in performance of Work under this Agreement. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide Notice to Court, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.

B. **Permissible Disclosures.** Contractor may disclose Court’s Confidential Information on a “need to know” basis to Contractor’s employees and Subcontractors and any representatives of Court that are working on the Project. Additionally, Contractor may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement.

8. Conflict of Interest; Prohibition Against Gratuities

A. 1 **Conflict of Interest.** Contractor covenants that it and its Subcontractors presently have no interest, and will acquire no interest, which would directly or indirectly conflict in any manner or to any degree, with the full and complete performance required under this Agreement. Contractor further agrees to submit full disclosure statements, if required by law to do so, pursuant to the requirements of the California Fair

Political Practices Act or any other applicable federal or state law, regulation, or conflict of interest code.

A.2 Contractor and its Subcontractors and employees will not participate in proceedings that involve the use of Court funds or that are sponsored by Court if the Contractor, its Subcontractors, or their employees, principals, partners, family members, or organizations have a financial interest in the outcome of the proceedings.

A.3 Contractor and its Subcontractors and employees will not engage in actions resulting in, or creating the appearance of:

- i. use of an official position with the government for private gain;
- ii. preferential treatment to any particular person associated with this Work or Agreement;
- iii. impairment of Court's independence or impartiality;
- iv. a decision made outside official channels; or
- v. adverse effects on the confidence of the public in the integrity of Court.

B.1 Prohibition Against Gratuities. Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, or employee of Court, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement.

B2. For any breach or violation of this covenant, Court has the right to terminate the Agreement for cause, wither whole or m part. Any loss or damage sustained by Court in procuring, on the open market, replacement goods or services that Contractor agreed to provide, will be borne and paid for by Contractor. Court's rights and remedies under this provision are in addition to any other rights and remedies provided by law or under this Agreement.

9. Consideration

The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement, including all of Contractor's expenses incurred, such as travel and per diem expenses, unless otherwise expressly provided, as set forth in Exhibit C (Payment).

A. **Payment Does Not Imply Acceptance of Work.** Court's payment will not relieve Contractor from its obligation to replace unsatisfactory Work, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made. Work, Data, or components that do not conform to requirements of this Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to Court.

B. **Disallowance.** If Contractor claims or receives payment from Court for a service or reimbursement that is later disallowed by the Court, Contractor will promptly refund the disallowed amount to Court upon Court's request. At its option, Court may offset the amount disallowed from any payment due to Contractor, under this Agreement or any other agreement.

10. Contractor Status

A. Independent Contractor.

A.1 Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor for this Work, act as independent contractors and not as Court agents, officers or employees. Contractor has no authority to bind or incur any obligation on behalf of Court. Except as expressly provided in Exhibit D (Statement of Work), Contractor has no authority or responsibility to exercise any rights or power vested in Court.

A.2 This Agreement will not be considered under any circumstance to create a joint-venture relationship.

A.3 If any governmental entity concludes that Contractor is not an independent contractor, Court may terminate this Agreement immediately upon Notice. Alternatively, Contractor may agree to a reduction in Court's financial liability, so that Court's total costs under this Agreement do not exceed the originally contemplated amount.

B. Contractor's Employees.

B. 1 Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

B.2 Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.

B.3 If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to Court, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) Court will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

B.4 Contractor will indemnify and hold Court harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between Court and any Contractor or Subcontractor personnel.

C. Exclusive Control of Means & Method of

Performance. Contractor will determine the method, details, and means of performing or supplying the Work under this Agreement. Contractor will be responsible to Court only for the requirements and results specified in this Agreement [more particularly as set forth in Exhibit D — Statement of Work], and will not be subjected to Court's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor will have the "right to control" and bear the sole responsibility for the job site conditions and safety.

D. Permits, Laws, and Regulations.

D.1 Contractor must observe and comply with all applicable laws, rules, and regulations affecting the Work. During the term of this Agreement, Contractor will obtain and keep in full force and effect, all permits and licenses necessary to accomplish the Work. Such permits and licenses will be made available to Court, upon request.

D.2 Contractor will promptly provide Notice to Court of any conflict discovered between the Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

E. Subcontracting.

E. 1 Contractor cannot engage a Subcontractor to perform any portion of this Work, without the express written consent of Court. Any subcontracting without Court's written consent is a material breach of this Agreement.

E.2 Contractor warrants and represents that all Subcontractors will be subject to the same terms and conditions applicable to Contractor under this Agreement. Contractor will incorporate this Agreement as the prime agreement in any subcontracting relationship. Contractor will be liable for all Subcontractor acts or omissions, including indemnity obligations.

F. Signature Authority. Contractor has all requisite power and authority to conduct its business, and to execute and perform the Agreement.

11. Dispute Resolution

Parties will attempt, in good faith, to resolve disputes informally.

A. Escalation.

A. 1 If a dispute remains unresolved fifteen days after Notice by either party, each party's Chief Executive Officer ("CEO") or designated representative will meet to exchange information and attempt resolution.

A.2 If unsuccessful, the aggrieved party will submit a second Notice which will:

- i) provide detailed factual information;
- ii) identify the specific provisions on which any demand is based;
- iii) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and
- iv) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.

A.3 Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen days after receipt of a written request, unless otherwise agreed.

B. Confidentiality During Dispute Resolution.

B. 1 All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

B .2 Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by Court. Contractor's failure to diligently proceed in accordance with Court's instructions will be considered a material breach of the Agreement.

12. Force Majeure

A Force Majeure events include, but are not limited to:

- i. catastrophic acts of nature, or public enemy;
- ii. civil disorder;
- iii. fire or other casualty for which a party is not responsible; and
- iv. quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.

B. Any assertion of a Force Majeure event by Subcontractors will be attributed to Contractor.

13. Indemnification; Waiver of Subrogation

A. Indemnification.

A. 1 To the fullest extent permitted by law, Contractor will indemnify, hold harmless, and defend (with counsel satisfactory to the Court) Court and its agents, officers, and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising or resulting from, or in connection with, the performance or breach of this Agreement by Contractor or its officers, employees, agents, representatives, or Subcontractors. Such indemnification will not include loss, damage, or expense arising from the sole negligence or willful misconduct of Court or its agents, officers, and employees.

A.2 For Contractor's acts, errors, or omissions which are covered by Contractor's Professional Liability insurance, Contractor will provide the above indemnification for that proportion of damages, costs, and liabilities that are attributed to Contractor, or any of its Subcontractors, but not for Court's proportionate share of liability.

A.3 Contractor's obligation to defend, indemnify, and hold Court and its agents, officers, and employees harmless is not limited to, or restricted by, any requirement in this Agreement that Contractor procure and maintain a policy of insurance.

B. Waiver of subrogation. Contractor and its insurance carrier waive any and all rights of subrogation against the Judicial Branch Entities. This waiver will be reflected on the Certificate of Insurance, provided by Contractor. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from carrier, Contractor will indemnify Court from all costs and liability caused by Contractor's breach.

14. Insurance

A. General Requirements.

A. 1 Contractor will obtain and maintain the minimum insurance set forth in Exhibit C (Supplemental Terms & Conditions). Evidence of insurance will be provided to Court prior to execution of this Agreement.

A.2 Although this Agreement identifies minimum coverage levels, Court has not assessed all risks that may be applicable to Contractor under this Agreement. Contractor will make its own assessments and, as it deems appropriate or prudent, should obtain greater or broader coverage. For full coverage, each insurance policy will be written on an "occurrence" form, except professional liability coverage which may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery

period, for at least three years from the date of completion and final acceptance of the Work.

A.3 The insurance carriers will have a Best's rating of no less than A:VIII. If not rated with Best's, carriers will have minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability or Errors & Omissions insurance may be placed with insurers with a Best's rating of B+: VII. Any exceptions to these requirements must be approved by Court, in writing.

A.4 If, at any time, Court funds the foregoing policies or insurance carriers unsatisfactory, in form or substance, Court will provide Notice to Contractor. Contractor will promptly obtain a new policy and will submit such policy, with the appropriate certificates and endorsements, for Court's approval.

B. Contractor will maintain the following coverage types, and minimum thresholds:

1. Business Automobile Liability: \$1M for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned, non-owned and hired automobile coverage, as applicable;

2. Commercial & General Liability, for bodily injury (including death) and property damage:

Each occurrence: \$1M
General aggregate: \$2M
Product / completed operations: \$2M
Personal injury: \$1M

This coverage will include:

Premises and Operations
Products/Completed Operations
Contractual liability
Personal Injury liability
Owners' and Contractors' Protective liability
Severability of Interest

The General Liability will contain, or be endorsed to contain, the following provisions:

- (a) Court, its officers, officials, employees, and agents will be covered as additional insured's for liability arising from activities performed by or on behalf of Contractor;
- (b) To the extent of Contractor's negligence, Contractor's insurance coverage will be primary insurance for Court, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by Court, its officers, officials, employees, or agents will not contribute with Contractor's insurance, or benefit Contractor in any way;

(c) Contractor's insurance will apply separately to each insured against whom a claim is made and/or lawsuit is brought, to the limits of the insurer's liability.

3. Employers' Liability: \$1M for each claim.

4. Workers' Compensation. Contractor will comply with statutory requirements of the state of residency. However, if the Work is performed in California, regardless of Contractor's state of residency, Contractor will comply with California workers' compensation requirements.

5. Error & Omissions / Prof. Liability: \$1M

C. Certificates of Insurance; Endorsements.

C. 1 Contractor will provide certificates of insurance satisfactory to Court, evidencing all required coverage's, before Contractor begins any Work. Contractor will provide complete copies of each policy upon Court's request.

C.2 Each insurance policy will be endorsed to state:

i) coverage will not be altered, suspended, voided, reduced, or canceled without thirty days prior written notice by certified mail, return receipt requested, to Court; and

ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, will not affect coverage provided to Court, its directors, officials, officers, employees, agents, and volunteers.

C.3 Notice to Court of coverage alteration, suspension, voiding, non-renewal, or cancellation will be mailed to:

__Glenn County Superior Court_____
__ATTN: Kevin Harrigan_____
__526 W. Sycamore Street_____
__Willows, CA 95988_____

Such notice will reference the relevant project, and contract number.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions will be declared to, and approved by, Court. The deductible and/or self-insured retention of the policies will not limit or apply to Contractor's liability to Court, and will be the sole responsibility of Contractor.

15. Limitation of Liability

Court will not be liable to Contractor, its officers, employees, Subcontractors, or Third Parties for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this Agreement, regardless whether Court was advised of the possibility of such loss or damage.

16. Prohibited Bids for End Product of this Agreement

No person, firm, or subsidiary thereof which has been awarded a consulting services agreement may submit a bid for, or be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision will not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract under this Agreement in an amount no more than ten percent of the total monetary value of this Agreement.

17. Public Contract Code References

References to the Public Contract Code are provided for convenience only. The Public Contract Code does not apply to Court, but is referenced to clarify Contractor's obligations, if specific code sections are cited.

18. Scope of Work; Prior Work

A. Scope of Work. Contractor will perform and complete all Work described in Exhibit D and elsewhere in this Agreement, in compliance with the requirements of this Agreement, and to the satisfaction of Court.

B. Prior Work. Prior work, performed by Contractor pursuant to Court's authorization, but before execution of this Agreement, will be considered as having been performed subject to the provisions of this Agreement.

C. Non-Exclusivity. This is a non-exclusive agreement. Court reserves the right to perform or have others perform the Work of this Agreement. Court reserves the right to bid the Work to others or procure the Work by other means.

19. Standard of Care; Warranties

A. Standard of Care. Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that Court relies on the accuracy, competence, and completeness of Contractor's services.

B. Warranties.

B. 1 Contractor warrants and represents that the Work and all Deliverables furnished will conform to the requirements of this Agreement and such Work and Deliverables (if products) will be merchantable, for its intended purposes, free from all defects in materials and workmanship, and, to the extent not manufactured pursuant to detailed designs furnished by Court, free from defects in design. Court's approval of designs or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.

B.2 All warranties will inure to Court, its successors, assigns, customer agencies, and users of the Work provided hereunder.

B.3 Unless otherwise specified, the warranty periods set forth in this Section 19 are triggered after Work has been approved and accepted by Court.

C. Personnel Requirements.

C. 1 Contractor will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Work. For continuity, Contractor will endeavor to retain the same individuals (listed in Exhibit. E: Attachments) during the performance of Work.

C.2 Court reserves the right to disapprove Contractor's personnel, if dissatisfied with their performance. Upon receipt of such Notice, Contractor will immediately assign replacement personnel, with equivalent or greater experience and skills, who are acceptable to the Project Manager.

C.3 Contractor will be responsible for all costs associated with replacing personnel, including additional costs to familiarize replacement personnel with the Work. If Contractor does not promptly furnish replacement personnel acceptable to the Project Manager, Court may terminate this Agreement for cause.

D. Background Checks. For Contractor's employees, Subcontractors, or agents performing work, and with access to Court's systems (on-site or remotely) in the performance of their Work under this Agreement, Court will have the right, but not the obligation, to request or conduct a background check, before granting access to Court's premises or systems or at any other time. Contractor will cooperate with Court in performing any background checks, will provide prompt Notice to Court of (i) any person refusing to undergo such background check, and will immediately remove such person from the project, and (ii) the results of any background check as requested by Court. Contractor will obtain all releases, waivers, or permissions required for the release of such information to Court. Any additional costs will be borne by Contractor.

20. Survival.

Terms that will survive termination or expiration of this Agreement include, but are not limited to: Assignment, Audit Rights and Retention of Records, Confidentiality, Indemnification, Limitation of Liability, Warranties, Infringement Protection, and Proprietary Rights.

21. Termination

A. Termination for Cause. Court may terminate this Agreement, in whole or in part, and be relieved of any payments, if Contractor fails to perform the requirements of this Agreement at the time and in the manner agreed. Court may proceed with the Work in any manner deemed proper. All costs to Court arising from Contractor's default, including costs to complete or correct the Work, will be deducted from any sum due Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the Work.

B. Termination for Convenience.

B. 1 Court may terminate this Agreement, in whole or in part, at any time and for any reason upon at least ten days Notice to Contractor. Upon receipt of the termination Notice, Contractor will promptly discontinue all Work affected unless the Notice specifies otherwise.

B .2 If Court terminates all or part of this Agreement other than for cause, the Court will pay Contractor for the Work satisfactorily performed prior to the termination. Contractor will not recover overhead or profit on the uncompleted portions of the Work.

C. Termination due to Fund Appropriation & Availability.

C.1 Court's obligations under this Agreement are subject to the availability of funds authorized for the Work of this Agreement. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current Appropriation Year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement.

C.2 Upon Notice, Court may terminate this Agreement in whole or in part, without prejudice to any right or remedy of Court, for lack of appropriation of funds. Upon termination, Court will pay Contractor for the fair value of Work satisfactorily performed prior to the termination, not to exceed the total Agreement amount.

D. Effect of Termination.

D.1 Upon any expiration or termination, Court will have the right to take possession of any materials, equipment, Deliverables, and other Work including partially completed Work. Contractor will immediately assign to Court all of Contractor's right, title, and interest in and to such Work and

related materials and work product, and any and all intellectual property rights.

D .2 Upon termination of any kind, Court may withhold from payment any sum that Court determines to be owed to Court by Contractor, or necessary to protect Court against loss due to outstanding liens or claims of former lien holders.

22. Time is of the Essence. Time of performance is of the essence in the performance of services by Contractor under this Agreement.

23. Waiver; Severability

A. Waiver of Rights. Court's action, inaction, or failure to enforce any right or provision of this Agreement is not a waiver of its rights, and will not prevent Court from enforcing such rights on any future occasion.

B. Severability. The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

24. Entire Agreement

A. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and will not be used to interpret or determine the validity of this Agreement.

B. This Agreement was negotiated between the parties, and neither party "prepared" this Agreement for purposes of California Civil Code § 1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

C This Agreement constitutes the entire and final understanding of the parties regarding this matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the this matter.

Definitions

Administrative Office of the Courts (AOC): staff agency to the **Judicial Council of California**, the policy-making body of the California court system.

Agreement: entire integrated agreement, including all Contract Documents, Exhibits, Attachments, and Amendments incorporated therein, signed by Court and Contractor, for performance of the Work.

Amendment: written Contract Document issued by Court, and signed by both Contractor and Court, modifying the Agreement and identifying any of the following: (1) change in the Work; (2) change in Contract Amount; (3) change in schedule for delivery and performance of Work; or (4) any change to other terms and conditions.

Appropriation Year: authorized period of time for government spending for a defined purpose. The Appropriation Year for state-funded agreements ends on June 30th of each year. The Appropriation Year for federally funded agreements ends on September 30th of each year.

Confidential Information: (i) any financial, statistical, personal, technical, or other data or information that is designated confidential by a party to this Agreement, (ii) all information related to the business of the Court that may be obtained orally, in writing, or from any source, or on any Court mainframe, Court or judicial branch computer network or workstation, and all software, whether owned or licensed by Court and whether accessed by Contractor by direct or remote access method, (iii) any information relating to the methods, processes, financial data, lists, apparatus, statistics, programs, research, development, or related information of the Court concerning the past, present, or future official business and/or the results of the provision of services to the Court, and (iv) information relating to Court personnel and Court users. Confidential Information does not include: (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information generally and lawfully available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.

Contractor: individual or entity, contracting with Court to do the agreed Work. Contractor is a party to this Agreement.

Court: Superior Court of California, County of Glenn. Court is a party to this Agreement.

Data: information, including, but not limited to, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.

Deliverable: hardware, software, firmware, documentation, services or other items, specified in the Agreement, that Contractor shall complete and deliver or submit to Court.

Judicial Branch Entity: State of California public entity that includes any superior court, any court of appeal, the Supreme Court of California, the Judicial Council of California, or the Administrative Office of the Courts, as defined in California Government Code §900.3.

Material: all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication hardware and software.

Notice: written document signed by an authorized representative of either party to this Agreement, providing formal notification and sent by either:

(1) depositing in the U. S. Mail or commercial express mail, prepaid, to the address of the authorized representative of the other party. Notice will be effective on the post marked date; or

(2) hand-delivery to the other party's authorized representative, as set forth in the Agreement. This Notice shall be effective on the date of receipt.

Subcontractor: a person or business entity that has a contract (as an "independent contractor" and not an employee) with Contractor to provide some portion of the Work of this Agreement.

Task: one or more functions, services, or actions, as specified in the Agreement, to be performed by **Contractor for the Court**

Third Party: any individual or entity not a party to the Agreement.

Work: any or all labor, services, Deliverables, equipment, supplies, Materials, Tasks, and any other items or activities necessary for the performance and completion of Contractor's obligations in compliance with the requirements of the Agreement. Work may also include Tasks, Deliverables, and/or Submittals required by individual work order(s).

END OF CONTRACT TERMS AND CONDIITONS

**ATTACHMENT B
COURT LOCATIONS**

Willows Branch – Main Courthouse
526 West Sycamore Street
Willows, CA 95988

Orland Branch
821 E. South Street
Orland, CA 95963

Court Conciliator
112 N. Lassen Street
Willows, CA 95988

**ATTACHMENT C
VENDOR CERTIFICATION FORM**

I certify that neither _____ (Proposer) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Proposer nor any of its proposed subcontractors are tax delinquent with the State of California. I have listed all contracts with government or commercial customers during the five years preceding submission of this Proposal.

I acknowledge that if Proposer or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Proposer or any of its subcontractors subsequently become delinquent in California taxes, our Proposal may be disqualified.

Signature

Printed Name

Title

Date

VENDOR CERTIFICATION FORM (CONTINUED)

**List of all Contracts with Government or Commercial Customers
during the Five Years preceding Submission of this Proposal**

ATTACHMENT D
PRICING SHEETS